IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

CWP No.4162 of 2007
Date of Decision: 19.3.2007

General Manager, Haryana Roadways, Rohtak

Petitioner

versus

Sanjay and others

Respondents

CORAM:- **HON'BLE MR. JUSTICE JASBIR SINGH**

HON'BLE MRS. JUSTICE NIRMAL YADAV

Present: Shri I.S.Kang, AAG Haryana for the petitioner

Jasbir Singh, J. (Oral)

By filing this writ petition, the petitioner has laid challenge to award dated 6.6.2006 (Annexure P/10), passed by the Industrial Tribunal-cum-Labour Court, Rohtak, ordering reinstatement of the respondent-workman in service, alongwith 50% of the back wages. The workman has successfully proved on record that when his service was terminated, he had already completed 240 days in 12 months, preceding to date of his termination. He has also proved on record that juniors to him were retained in service and some more persons were inducted in service after he was thrown out. The Tribunal below, after analysis of evidence on record, has observed thus:-

> *"There is merit in the contention of learned AR for the workman. Taking into consideration show cause notice Ex.M-2 where it is mentioned that no post of regular helper is vacant in the department and this was the main reason that service of the workman was to be terminated. But in the termination order a reference has been made regarding C.W.P. No.12509 of 1998 Puran Lal vs. State of Haryana, whereas this writ*

petition is regarding to the regularization of service of conductor and this writ petition has nothing to do with the service of the workman. Perusal of termination order clearly shows that it was dated 25.5.2000 and no bank draft was handed over to the workman because perusal of the noting of the messenger who was deputed to handover the termination order and the bank draft to the workman including some other workman is dated 31.5.2000. If he has to deliver the termination order and the bank draft then why he has not made the noting on the same day and why he has made the same on 31.5.2000. It clearly shows that in fact the bank draft and the termination order was not tried to be handed over to the workman on 25.5.2000 to 26.5.2000 as alleged by the management. Not only this even juniors to the workman namely Sh.Bijender Singh s/o Sh.Rishal Singh who joined the service of the management on 26.8.1995 as helper on daily wages and similarly Sh.Raj Kumar Sh.Om Parkash who joined the service of the management on 1.9.1995 as helper on daily wages are still working with the management whereas the present workman joined the service of the management on 1.8.1995 as a daily wage helper. Perusal of statement of WW-2 clearly shows that a compromise was arrived at between the parties and the aforesaid workman was allowed to join their service on 1.4.2000, whereas the service of the workman was terminated on 26.5.2000. The management failed to prepare any seniority list and it also failed to seek the sanction of the appropriate Govt. regarding the termination of service of the

workman and in this way the management has failed to comply with the provisions of section 25-G and 25-H of the Industrial Disputes Act by retaining juniors to the workman and it also failed to comply with mandatory provisions of Section 25-F of the aforesaid Act because it failed to pay retrenchment compensation to the workman when the service of the workman was terminated and in this way I decide this issue in favour of the workman and against the management."

The facts mentioned above clearly show that there is a complete violation of the provisions of Sections 25F, 25G and 25H of the Industrial Disputes Act, 1947. Retrenchment compensation was not paid to the respondent-workman at the time when his service was terminated. Nothing has been shown to the contrary. No case is made out for interference.

Dismissed.

(Jasbir Singh)
Judge

March 19, 2007 **(Nirmal Yadav)**
gk **Judge**